



Request For Proposal for DNA Paternity Testing

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RFP HSS 03-10

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I. INTRODUCTION

A. Purpose

The County of San Bernardino Department of Child Support Services and the Department of Children's Services, hereafter referred to as the "County", are seeking proposals from interested and qualified organizations and firms to provide DNA Paternity Testing to establish paternity, under a Fee-for-Service Contract for a three-year period beginning May 1, 2004 through April 30, 2007. The County may, but is not obligated to extend awarded contract(s) for up to two additional one-year periods contingent on the availability of funds and Contractor performance. An amount not to exceed \$400,000 annually has been allocated for these services for the period indicated. The number of awards will be determined by the quality of the proposals received.

B. Minimum Proposer Requirements

Proposers must:

1. have a representative at the mandatory proposal conference as referenced in this Request for Proposal (RFP).
2. have no record of unsatisfactory performance. Contractors who are or have been seriously deficient in current or recent contract performance, in the absence of circumstances properly beyond the control of the Contractor, shall be presumed to be unable to meet this requirement.
3. have the ability to maintain adequate files and records and meet statistical reporting requirements.
4. have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.
5. have a minimum of three years experience providing this type of service.
6. meet other presentation and participation requirements listed in this RFP.

C. Mandatory Proposal Conference

A mandatory proposal conference will be held at San Bernardino County Human Services System, Contracts Unit Office, 150 South Lena Road, San Bernardino, CA at 1:30 p.m. on Wednesday, December 10, 2003. Attendance at the conference is mandatory. **No proposal will be accepted from any Proposer who fails to attend the proposal conference.**

D. Correspondence

All correspondence, including proposals, are to be submitted to:

County of San Bernardino
Human Services System
ATTN: HSS Contracts Unit (RFP HSS 03-10)
150 South Lena Road
San Bernardino, CA 92415-0515

Lisa Ordaz, (909)388-0222, lordaz@hss.sbcounty.gov

During the proposal and evaluation process, the individual identified in this paragraph is the sole contact point for any inquiries or information relating to this RFP. Only if authorized by the County's contact, may other County Staff provide information. Any violation of this procedure may be grounds for disqualification of the Proposer. It is the responsibility of the Proposer to ensure that the RFP responses arrive in a timely manner.

E. Proposal Submission Deadline

All proposals must be received at the address listed above no later than 4:00 p.m. on Tuesday, January 13, 2004. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late proposals will not be considered.

II. PROPOSAL TIMELINE

- | | | |
|----|---|--|
| A. | Mandatory Proposal Conference | 1:30 p.m., Wednesday, December 10, 2003 |
| B. | Deadline for submission of questions | Tuesday, December 16, 2003 |
| C. | Deadline for proposals | 4:00 p.m., Tuesday, January 13, 2004 |
| D. | Tentative date for Mailing Award/Denial Letters | Tuesday, February 3, 2004 |
| E. | Tentative Deadline for protests | Friday, February 13, 2004 |
| F. | Tentative date for awarding of Contract(s) | Tuesday, March 23, 2004 |
| G. | Tentative Start Date for Contract(s) | Saturday, May 1, 2004 |

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on both State and Federal funding. This Request for Proposal (RFP) does not commit the County to award a Contract. The County realizes that conditions other than cost are important and will award a contract based on the proposal that best meets the needs of the County.

The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so. The County will notify all Proposers, in writing, if the County rejects all proposals.

B. Modifications

The County has the right to issue addenda or amendments to this RFP. The County also reserves the right to terminate this procurement process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified time.** All proposals and materials submitted become the property of the County.

D. Inaccuracies or Misrepresentations

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

E. Incurred Costs

This RFP does not commit the County to pay any costs incurred in the preparation of a proposal in response to this request and Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

F. Negotiations

The County may require the potential Contractor(s) selected to participate in negotiations, and to submit revisions to pricing, technical information, and/or other items from their proposal(s) as may result from these negotiations.

G. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of clients can be guaranteed by the County.

IV. PROGRAM REQUIREMENTS

A. Definitions

1. Chain of Custody – The term used to protect the integrity of the test sample/specimen. Should include the following: a) proper identification through valid driver's license or other valid identification of each person whose specimen is collected; b) full name of each person whose specimen is being collected; c) photograph taken of each person whose specimen is collected at collection site; d) thumbprint of each person whose specimen is collected; e) county case number; and f) the full name and an accounting of each employee who handles the test sample/specimen.
2. DCS – The acronym for the Department of Children's Services. This department is dedicated to the protection of children and the promotion of child and family well-being.

3. DCSS – The acronym for the Department of Child Support Services. This department provides services to assist parents in their mutual obligation to financially support and provide health insurance for their children.
4. DNA Paternity Testing – Scientific genetic testing that compares the genetic markers of the mother, alleged father, and child. The alleged father is either excluded or not excluded based on the results. If the individual is not excluded then a probability, based on how likely it is that he is the father, is calculated.
5. Fee-for-Service Contract - An agreement to pay a specified price for the delivery of specific supplies or services.
6. HSS – The acronym for Human Services System. This department oversees, coordinates and integrates services for the County's ten Human Services departments.
7. Interstate Child Support Case – A case in which the person who should pay child support and the person who should receive support payments for the child are in two different states.
8. Request for Proposal (RFP) – The document used to solicit a solution or solutions from potential contractors to a specific problem or need. Although price is a major consideration, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed price.
9. Uniform Interstate Family Support Act (UIFSA) – A model State law governing interstate processing that substantially revises and expands the revised Uniform Reciprocal Enforcement of Support Act (R) URESA.

B. Reference Documents

The Human Services System has copies of the following materials available for review:

1. Welfare and Institutions Code Sections 827, 10000, and 10850
2. California Department of Social Services Manual of Policies and Procedures 19-000, 21-000, and 23-600
3. Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994
4. Section 306 of the Clean Air Act (42 USC 1857 h)
5. Section 508 of the Clean Water Act (33 USC 1368)
6. Environmental Protection Agency regulations (40 CFR, Part 15)
7. State Energy Conservation Plan (Title 20, California Code of Regulations)
8. San Bernardino County Policy (11-10) - Recycled products
9. Americans with Disabilities Act

10. Executive Orders 11246, as amended by Executive Order 11375, 11625, 11738, 12138, 12432, 12250
11. Title VII of the Civil Rights Act of 1964
12. CFR 45 302.31 Establishing Paternity and Securing Support
13. CFR 45 303.5 Establishment of Paternity
14. Office of Management and Budget Circulars

Copies of these materials are available for review by appointment only, Monday through Thursday from 8:00 a.m. to 4:00 p.m. at the Human Services System Contracts Unit office.

C. Background

The County of San Bernardino, California, is the largest geographical county in the contiguous United States, encompassing over 20,000 square miles. It borders Los Angeles, Riverside, Orange, Inyo, and Kern Counties, and the States of Arizona and Nevada. More than 1.7 million citizens reside in urban, suburban and rural communities within the County's valley, mountain and desert regions.

The Department of Child Support Services is responsible for the establishment and enforcement of family support for the children of San Bernardino County. Currently, DNA Paternity Testing services are being provided by an outside vendor who provides a clinician on-site at branch offices located in Loma Linda, Rancho Cucamonga and Victorville. Utilizing an acceptable standard for Chain of Custody, the genetic samples are transported to a lab and analyzed. Within 7 to 14 days a report is submitted to the Department with a summary of findings including Paternity Index and Probability of Paternity. DCSS requests an average of approximately 300 DNA Paternity Testing specimens per month.

The Department of Children's Services assists in preventing and/or alleviating harm to children from intentional physical or mental injury, sexual abuse, exploitation or neglect. DCS services provide support for families and strive towards goals of reducing risks to children, improving parenting skills and strengthening families. DCS requests an average of approximately 30 DNA Paternity Testing specimens per month.

D. Program Description

1. Program Objective – As stated previously, DCSS is responsible for the establishment and enforcement of family support for the children of San Bernardino County. The Department currently has an open caseload of approximately 155,000 cases. The determination of paternity is critical to the establishment of an enforceable child support case.

As mandated by the Code of Federal Regulations 45 303.5 Establishment of Paternity: DCSS “ ... must identify and use laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to

identify the father or the alleged father.” It is the objective of DCSS to obtain a qualified agency to conduct and perform these DNA Paternity Testing services.

In addition, the Department of Children’s Services is one of the departments responsible for the health and well being of the children of San Bernardino County and their families. DCS currently has 5,200 children in out of home placement. Establishment of paternity is an important goal of DCS in order to ensure the rights of the child and his/her parents are met.

2. Program Requirements – The successful agency must be able to provide proof of accreditation with the American Association of Blood Banks (AABB). In addition, they must be able to provide:
 - a) DNA Paternity Testing through buccal swab testing or actual blood draw by a certified/licensed phlebotomist who shall act as a witness to specimen collection when necessary.
 - b) A reasonable turnaround time frame to deliver said results, not to exceed 14 calendar days from collection from all parties, except where there are extenuating circumstances.
 - c) And preserve the integrity of the chain of custody of the test sample/specimen and safeguards to prevent errors. Specific procedures that the laboratory uses in regards to the chain of custody. Laboratory is to indicate how they maintain records/samples from the time the samples are taken, transported, delivered, analyzed, and results returned to the County.
 - d) Procedures detailing UIFSA scheduling within 48 to 72 hours on Out-of-State and Out-of-County cases.
 - e) Testing of all sample/specimen in accordance with current standards for Parentage Testing Laboratories published by the AABB, current edition. This should include DNA tests that have an average cumulative Power of Exclusion of 99.0%, multiple exclusions, and inclusions with a minimum Combined Paternity Index of 100 to 1 or a Probability of Paternity of 99.0% based on a prior probability of .5.
 - f) A current list of licensed medical doctors, Ph.d., and other professional staff who are qualified to testify as expert witnesses on paternity cases in the State of California. These individuals may be required to testify in court proceedings at no additional charge/cost to the County.
 - g) Recollection of sample/specimen within 14 calendar days of original collection, if necessary.
 - h) A written report used to report test results and analysis.
 - i) Procedures or policy on aged/incomplete sample/specimen, storage and destruction.
 - j) Quarterly reports by department’s clients (due in September, December, March and June) summarizing the number of test samples collected: # of

tests resulting in exclusions, # of requests of extensions of the 14 day deadline, number of incomplete tests and number of recollection of sample/specimens.

It is expected that these DNA Paternity testing services will be able to be performed at the various branch offices of DCSS. Currently, DCSS has three branches located as follows:

- 10417 Mountain View, Loma Linda, CA 92354
- 10565 Civic Center Drive, Suite 250 East, Rancho Cucamonga, CA 91730
- 15456 West Sage Street, Victorville, CA 92392

DNA Paternity testing services for DCS clients will also be conducted at the above locations.

3. Program Considerations – The successful agency or agencies must maintain confidentiality and preserve the chain of custody requirement. It is expected that they will provide all materials and equipment to provide such services. In addition, agencies may be asked to:

- a) Provide a toll-free number and assign a coordinator to work with County for the purpose of checking on the status of testing results, billing processes, or other information.
- b) Electronically transfer information to the County. Provide brief explanation on how this would work and any costs associated with this type of service. Include software/hardware requirements, security procedures used to protect client's confidentiality and any Internet access required (informational purposes only).

The County may or may not want to receive information electronically based on proposer's response to this section.

V. CONTRACT REQUIREMENTS

A. General

The organization(s) selected are required to agree to the terms contained below. If the proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of County of San Bernardino.

2. Contractor Primary Contact

The Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall notify DCSS and DCS when the

primary contact will be unavailable/out of the office for one (1) or more workdays. Contractor or designee must respond to County inquiries within two (2) County business days.

3. Change of Address

Contractor shall notify the County in writing of any change in mailing address within ten (10) calendar days of the address change.

4. Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Contract without first obtaining written approval from the San Bernardino County Human Services System. Any subcontractor shall be subject to the same provisions as Contractor. Contractor shall be fully responsible for the performance of any subcontractor.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons and organizations.

7. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Human Services System as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with County prior to publication. Contractor shall receive written permission from County prior to publication of said training materials.

8. Attorney Fees

Contractor agrees to bear its own attorneys' fees and costs regardless of who prevails in the event of a contractual dispute and not charge such fees as an expense under this Contract.

9. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

Officers, employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and State law, including Section 23-602 (Code of Conduct) of Chapter 23-600 of the CDSS Manual of Policies and Procedures. In the event that County determines that a conflict of interest situation exists, any increase in costs associated with the conflict of interest situation may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.

This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

10. Grievance Procedure

Contractor will ensure that staff are knowledgeable on the San Bernardino County Human Services System Grievance Procedure and ensure that any complaints by recipients are referred to the County in accordance with the procedure. A copy of the grievance procedure can be obtained from HSS Contracts Unit.

11. Confidentiality

Contractor shall require its officers, agents, employees, volunteers and any subcontractor to comply with the provisions of Section 10850 and 827 of the Welfare and Institutions (W & I) Code and Division 19-000 of the Department of Social Services Manual of Policies and Procedures to assure that:

- a) All applications and records concerning any individual made or kept by any public officer or agency or contractor in connection with the administration of any provision of the W & I Code relating to any forms of public social services for which funds are received by the Contractor under this Contract, will be confidential and will not be open to examination for any purpose not directly connected with the administration, performance, compliance, monitoring or auditing of such services.
- b) No person will publish or disclose, or use or permit, or cause to be published or disclosed or used, any confidential information pertaining to any applicant or recipient of services under this Contract.
- c) Contractor agrees to inform all subcontractors, consultants, employees, agents, and partners of the above provisions and that any person

knowingly and/or intentionally violating the provisions of this article is guilty of a misdemeanor.

12. Records

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program.

Records, should include, but are not limited to monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of the Contract.

13. Invoices

Contractor will provide invoices once a month for each department's clients, DCSS and DCS, within 10 days following the month of service. Invoices will reflect the names of clients served and type of services performed in a report format acceptable to the County.

14. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, State of California, County and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses and permits.

15. Health and Safety

Contractor shall comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

16. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

17. Environmental Regulations

EPA Regulations - If the amount available to Contractor under the Contract exceeds \$100,000, Contractor will agree to comply with Section 306 of the Clean Air Act (42 USC 1857 h), Section 508 of the Clean Water Act (33 USC 1368),

Executive Order 11738 and Environmental Protection Agency regulations (40 CFR, Part 15).

State Energy Conservation Clause - Contractor shall observe the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 20, Division 2, Chapter 4, California Code of Regulations).

18. Recycled Paper Products

The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of the paper sheets for reports submitted to the County whenever practicable.

19. Americans with Disabilities Act

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (ADA).

20. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

21. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under this Contract, notification will be made within one working day, in writing and by telephone to the County.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising from Contractor's acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b) Comprehensive General and Automobile Liability Insurance - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- c) Errors and Omission Liability Insurance – Combined single limits of \$1,000,000 and \$3,000,000 in the aggregate or
Professional Liability – Professional liability insurance with limits of at least \$1,000,000 per claim or occurrence.

3. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor shall required the carriers of the above required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

6. Proof of Coverage

Contractor shall immediately furnish certificates of insurance to the County Department administering the Contract evidencing the insurance coverage, including endorsements, above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of

this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

7. Insurance Review

The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized, but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

C. Right to Monitor and Audit

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with County in the implementation, monitoring and evaluation of this agreement and comply with any and all reporting requirements established by County.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later. Program data shall be made available upon request or turned over to County. If said records are not made available at the scheduled monitoring visit, Contractor may, at County's option, be required to reimburse County for expenses incurred due to required rescheduling of monitoring visit(s). Such reimbursement will not exceed \$50 per hour (including travel time) and be deducted from the following month's claim for reimbursement.

Records of the Contractor which do not pertain to the program shall not be subject to audit unless provided for in another agreement.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), approved by County, who shall prepare and file with County, within 60 days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Contractor agrees to comply with the provisions of the Equal Employment Opportunity Program of the County of San Bernardino and rules and regulations adopted pursuant thereto: Executive Order 11246, as amended by Executive Order 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000), the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws, regulations and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

The contractor shall not unlawfully discriminate against any employee, applicant for employment, or service recipient on the basis of race, color, national origin or ancestry, religion, sex, marital status, age, political affiliation or disability. Information on the above rules and regulations may be obtained from HSS Contracts Unit.

B. Civil Rights Compliance

The contractor shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with HSS Contracts Unit within 30 days of awarding of the contract. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, HSS will supply a sample of the Plan format. The contractor will be monitored by HSS for compliance with provisions of its Civil Rights Plan.

VII. FORMER COUNTY OFFICIAL

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment

within the last five years and who are now officers, principals, partners, associates or members of the business. Should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Applicant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

X. CALIFORNIA PUBLIC RECORDS ACT

All information submitted in the proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act, Government Code Section 6250 and following. Proposals may contain financial or other data which constitutes a trade secret. To protect such data from disclosure, Vendor should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages_____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the County of San Bernardino determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

The County assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Vendor will be advised of the request and may expeditiously submit to the County a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state and local law. This statement will be used by the County in making its determination as to whether or not disclosure is proper under federal, state and local law. The County will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the proposer has read and understands this entire RFP, to include all appendices, attachments,

exhibits, schedules, and addendum (as applicable) and agrees that all requirements of this RFP have been satisfied.

2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
3. Proposals must be complete in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. **Proposals must be received no later than the date and time at the designated location as specified in Section I, Paragraph E - Proposal Submission Deadline.**
5. All proposals and materials submitted become the property of the County.
6. If any Proposer, in their response, has trade secrets or other information, which is proprietary by law, that Proposer must notify the County of its request to keep said information confidential as described in Section X.

B. Proposal Presentation

1. An original, which may be bound, and five (5) unbound copies of the written proposal are required. The original copy must be clearly marked "Master Copy". If one copy of the proposal is not clearly marked "Master Copy", the proposal may be rejected. However, the County may at its sole option select, immediately after proposal opening, one copy to be used as the Master Copy. If discrepancies are found between two or more copies of the proposal, the proposal may be rejected. However, if not rejected, the Master Copy will provide the basis for resolving such discrepancies.
2. The package containing the original and copies must be sealed and marked with the Proposer's name and "CONFIDENTIAL – DNA Paternity Testing, RFP HSS 03-10."
3. All proposals must be submitted on 8 1/2" by 11" recycled paper with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Type face must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom center of the page.

C. Proposal Format

Response to this Request for Proposal must be in the form of a proposal package which the content must be submitted in the following sequence and format:

1. Cover Page - Submit a letter, on letterhead stationary, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the proposal which must include the following information:
 - a) A statement that the proposal is submitted in response to the Request for Proposal DNA Paternity Testing, RFP HSS 03-10.
 - b) A statement indicating which individuals, by name, title, address, and phone number, are authorized to negotiate with the County on behalf of the organization/firm.
 - c) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/firm.
2. Table of Contents - A complete table of contents for the entire proposal with respective page numbers opposite each topic is to be included.
3. Statement of Certification - Include the following in this section of the proposal:
 - a) A concise statement of the services proposed and the overall cost or cost per transaction proposed for each year of the Contract.
 - b) A statement that the Proposer will provide the services as described in the proposal for a period of three years beginning no later than May 1, 2004.
 - c) A statement that the offer made in the proposal is firm and binding for 120 days from the date the proposal is opened and recorded.
 - d) A statement that all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.
 - e) A statement that all declarations in the proposal and attachments are true and that this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.
 - f) A statement that the Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract awarded.
 - g) A statement that the Proposer agrees to provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.
 - h) A statement that the prospective Contractor, if selected, will comply with all applicable rules, laws, and regulations.
 - i) A list of Former County Officials (as defined in Section VII) affiliated with the organization. If none, so state.
4. Proposal Description - A detailed description of the proposal being made.
 - a) Proposal should address, but is not limited to, all items in Section IV, Paragraph D - Program Description.
 - b) Proposal should include the following:

- 1) Brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal.
 - 2) Narrative description of the proposed plan to achieve the program objective and requirements.
 - 3) Detailed plan of activities.
 - 4) Explanation on how the Proposer will meet any Program Considerations as required.
 - 5) Milestone and deliverable charts, as applicable.
 - 6) Explanation of any assumptions and/or constraints.
5. Statement of Experience - Include the following in this section of the proposal:
- a) Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
 - b) Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
 - c) A statement that the prospective Contractor has a demonstrated capacity to perform the required services.
 - d) List any applicable licenses or permits presently held and indicate ability to obtain any additional licenses or permits that may be required.
 - e) A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff.
 - f) Experience of principal individuals of the prospective Contractor's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of service experience, including capacity, magnitude and type of work.
 - g) With respect to contracts completed during the last five years, which involve similar type projects, show for each such contract:
 - 1) Date of completion and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name, address, and phone number of agency with which contracted and agency person administering the contract.
 - 6) If none, so state.
 - h) If any contract was terminated prior to the original termination date during the last five years, show for each contract:

- 1) Date of termination and duration of each contract.
 - 2) Type of service.
 - 3) Total dollar amount contracted for and amount received.
 - 4) Location of area served.
 - 5) Name, address, and phone number of agency with which contracted and agency person administering the contract.
 - 6) Reason for termination.
 - 7) If none, so state.
 - i) With respect to contracts currently in effect, show the following for each such contract:
 - 1) Date due for completion and duration of contract.
 - 2) Type of service.
 - 3) Total contract amount.
 - 4) Location of area served.
 - 5) Name, address, and phone number of agency with which the organization is currently contracting and agency person administering the contract.
 - 6) If none, so state.
 - j) Controlling interest in any other firms providing equivalent or similar services. If none, so state.
 - k) Financial interest in other lines of business. If none, so state.
 - l) Pending litigation, involving prospective Contractor or any officers, employees, and/or consultants thereof, in connection with contracts. If none, so state.
 - m) Convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees. If none, so state.
 - n) A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
6. Subcontractor Information - If a Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. Attach a statement from each subcontractor, signed by a duly authorized officer, employee, or agent of the organization/firm, that includes the name and address of the organization/firm, type of work to be performed, percentage of the total work of the proposal. Statement must also include that the subcontractor will perform all work as indicated and will comply with all items as described herein. This information will be used to determine the potential responsibility of the Proposer.

Any subcontract entered into by the Contractor shall be subject to the applicable requirements of CDSS MPP Division 23, Section 604, and the Contractor shall be responsible for performance of the subcontractor.

7. Audited financial statements - Such statements shall be the most recent and complete audited financial statement available and shall be for a fiscal period not more than eighteen (18) months old at time of submission. The financial statements shall be prepared by an independent, certified public accountant. If the audit is of a parent firm, the parent firm shall be party to the Contract. Individuals who are personally performing the contracted services and governmental agencies are exempt from this requirement.

In accordance with CDSS MPP Section 23-610(L), submit the most recent and complete three annual audited financial statements; the most recent must be completed within the past 18 months. If the business has been in existence for less than three years, provide the most recent statements. These statements shall be by an independent, certified public accountant.

In accordance with CDSS MPP Section 23-610(m), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this proposal.

Although it is in the best interest of the Proposer to submit audited financial statements, a compilation of financial statements will be accepted. Compilations must follow same provisions as audited financial statements stated in this RFP.

Submit an agreement to the right of the County, State and federal governments to audit the prospective Contractor's financial and other records.

8. Insurance - Submit evidence of ability to obtain insurance in the amounts and coverages stated in Section V, Paragraph B - Indemnification and Insurance Requirements.
9. Budget Summary – It is anticipated that any Contract(s) awarded will be a Fee-for Service contract. Submit Budget Summary for cost analysis purposes.
10. Certification – Submit proof of accreditation with the American Association of Blood Banks.
11. References – Provide name, address and phone number of three current references that can attest to your agency's ability to provide said services. The County may call references at any time during the evaluation process.

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:
 - a) The proposal must be complete, in the required format, and be in compliance with all the requirements of this RFP.
 - b) Prospective contractors must meet the requirements as stated in the Minimum Proposer Requirements as outlined in Section I, Paragraph B.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will be evaluated on the basis of the following criteria:
 - a) Specimen Collection Procedure
 - b) Turnaround Time
 - c) Specimen Collection Schedules
 - d) Cost/ Competitive Pricing
 - e) Experience/Caseload Capacity

While cost is an important factor in the evaluation process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

C. Contract Award

Contract(s) will be awarded based on a competitive selection of proposals received.

The contents of the proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

D. Protests

Proposers may protest the recommended award, provided the protest is in writing, contains the RFP number, is delivered to the address listed in Section I, Paragraph D

of this RFP, and submitted within ten (10) calendar days of the date on the notification of intent to award.

Grounds for a protest is that the County failed to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In event of a protest, all protests will be handled by a panel designated by the Assistant County Administrator - Human Services System, Carol L. Anselmi, or her successor.

The County will consider only those specific issues addressed in the written protest. A written response will be directed to the protesting Proposer within fourteen (14) calendar days of receipt of the protest, advising of the decision with regard to the protest and the basis for the decision.

E. Final Authority

The final authority to award Contract(s) rests solely with the County of San Bernardino Board of Supervisors.